



ENVIRONMENTAL PROTECTION AGENCY

Program Management Office

**TASK ORDER REQUEST FOR QUOTATION
TORFQ #ITS-EPA II RFQ-09-0002**

01/13/2010

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Program Management Office

Task Order Request for Quotation

This Task Order Request for Quotation (TORFQ) for the operation of a Program Management Office is being issued by the Environmental Protection Agency with the intent to award a Task Order under your ITS-EPA-II Blanket Purchase Agreement (BPA). The terms and conditions of your BPA and corresponding GSA contract apply to this task as appropriate.

☐ Yes ☒ No This task order is being issued for small business participation only in accordance with the BPA clause entitled "Notice for Small Business Participation."

1. QUOTATION INSTRUCTIONS

The Vendor shall comply with the following instructions for preparing the Task Order Quotation. Failure to do so may result in the vendor's quotation being considered non-compliant with the terms and conditions of their BPA.

The first page of the technical portion of the quotation and the cost/price portion of the quotation should each indicate the TORFQ Number ITS-EPA II RFQ-09-0002 and title: Program Management Office.

1. Written Quotation

Written Quotation

The Vendor shall submit a written quotation as outlined in the table below.

ITS-EPA II Vendor Quotation	Page Limit (Double-Sided)
Technical Approach	45
Quality Assurance Plan	No Limit
Staff Plan	15
Cost/Price Quotation	See Section 1.2

The Written Quotation shall contain a Table of Content with page numbers for all major sections. The quotation must also contain a page that lists all deliverables and milestones for the task order in table format.

The Written Quotation shall be submitted as a MS Word document. Font size for the quotation shall be at least 12 point. Page margins shall not exceed 1 inch. All page limits referenced include tables, graphics, and appendices.

Quotes are due by 12:00 PM Eastern Time on February 16, 2010.

Please note that there are distinct addresses designated for quote submission for US Mail and Other Than US Mail.

Vendors are responsible for ensuring that their quotes (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated prior to the designated date and time established for receipt. Vendors are also responsible for allowing sufficient time for the quote to be processed through EPA's internal mail distribution system described below so as to reach the designated location for quote receipt on time.

Four (4) copies, inclusive of one (1) original and three (3) copies of the quote (technical and cost shall be submitted by 12:00 ET on February 16, 2010 to: Quotations shall be clearly marked "SOLICITATION NUMBER TORFQ# ITS-EPA II-RFQ-09-0002 FOR "Program Management Office" and sent to the following address:

Courier & Hand Carrier
U.S. Environmental Protection Agency
Attention: Laconda Cannady
RTP Procurement Operations Division (D143-01)
4930 Page Road
Durham, NC 27703

U.S. Mail
U.S. Environmental Protection Agency
Attention: Laconda Cannady
RTP Procurement Operations Division (E105-02)
109 T.W. Alexander Drive
Research Triangle Park, NC 27711

1.1 Technical Factor

Vendors shall include the following in their Task Order Quotation.

Sub-Factor 1 – Technical Approach: The vendor shall provide a clear, concise and accurate narrative technical approach designed to meet the technical requirements for each section of the Statement of Work. They shall provide detailed information that addresses their proposed approach and capabilities to meet the technical requirements for the Statement of Work. The approach shall include an itemized schedule of all milestones and deliverables for managing the Task Order. Vendors shall describe their plan for incorporating customer and stakeholder input and review throughout the project life.

Sub-Factor 2 –Quality Assurance: Vendors shall provide a specific Quality Assurance Plan that will ensure compliance with the performance indicators specified in the Statement of

Work. The Quality Assurance Plan must include systems and methods for periodic measurement, collection, and reporting of its performance data.

Sub-Factor 3 – Staffing Approach: Vendors shall describe their staffing approach including specific roles and responsibilities under this Task Order for the Key Personnel currently named in the BPA. Vendors shall demonstrate their ability to select, provide, maintain, and retain appropriate personnel, staffing levels, both in number and expertise, and necessary technical skills throughout the life of all awarded task orders, including the role, if any, of the named Key Personnel.

1.2 Cost Factor

The Vendor shall prepare a Cost Quotation in accordance with the information below.

Time & Material (T&M) Task Order

Cost – the vendor shall provide a T&M cost quotation for this Task Order.

The cost quotation should provide an estimate of hours to accomplish the work described in the Task Order and shall provide a breakdown of these hours by labor category and rates per the vendor's GSA contract. Any discounts provided at the BPA level should be reflected in the cost quotation and any additional offered discounts for this task order should be reflected and detailed as well. If subcontractor(s) labor rates are being proposed and the subcontractor(s) is a GSA Vendor, the published labor rates plus any offered discounts should be provided as well. All other direct costs (ODC) shall be listed and detailed supporting information shall be provided with the initial price quotation. A task order ceiling shall be proposed and reflected in the Task Order

1.3 OTHER QUOTATION INFORMATION

1.3.1 On-site Contractor Support

☐ Yes ☒ No ☐ Both The task order requires on-site contractor support.

1.3.2 Government Furnished Space or Property (GFP)

☐ Yes ☒ No. The task order involves the provision of government space.

☐ Yes ☒ No. The task order involves the provision of GFP.

1.3.3 Additional Progress or Financial Reporting

☐ Yes ☒ No. The task order requires additional progress or financial reporting.

1.3.4 Period of Performance (POP)

☒ Yes ☐ No. The task requires services beyond one year.

Base Period:

Date of Award through 12 months

Option Period:

Option Period 1 – 12 months

Option Period 2 - 12 months

Option Period 3 – 12 months

Option Period 4 – 12 months

Option Period 5 – 12 months

Option Period 6 – 12 months

1.3.5 Key Personnel

The Key Personnel assigned to this Task Order shall be specifically indicated in your quotation. It is expected that these individuals are already named in your BPA, however, if there are any changes or additions to that listing these must be noted and a justification for the changes/additions provided in the quotation.

1.3.6 Conflict of Interest

The services to be performed under this Task Order present:

☒ No Conflict of Interest

1.4 QUALITY ASSURANCE

The Vendor shall provide a Corporate-level Quality Assurance Plan that will ensure compliance with all performance indicators specified in any awarded Task Order. The Quality Assurance Plan must include systems and methods for periodic measurement, collection, and reporting of its performance data.

The Vendor's Quality Assurance Plan shall describe the quality assurance measures (e.g., type, method, and frequency of product review) to be applied .

2. EVALUATION OF QUOTATION

This Task Order is not competitive, in that all Vendors who have been awarded a BPA under ITS-EPA-II will have a Task Order for establishment of a PMO. The BPA's Contracting Officer Representative, along with other Program Officials, will review each Quotation for its completeness, quality, approach, etc., to ensure that management of awarded Task Orders and reporting are effective and consistent. In doing this review the following factors will be considered.

2.1 Technical Factor

Sub-Factor 1 – Technical Approach:

Knowledge of and Technical Approach to the Statement of Work (SOW).

Vendors shall provide a clear and concise narrative description that addresses their knowledge to meet the requirements of the SOW shall demonstrate a thorough understanding of these requirements. Vendors shall concisely and accurately discuss the nature of the services to be performed.

Vendors shall demonstrate a detailed and workable approach to performing all of the required services in the SOW. They shall provide detailed information that addresses their proposed approach and capabilities to meet the technical requirements for the SOW. This approach must be technically sound, logistically appropriate, and efficient.

Vendors shall demonstrate that their proposed approach reflects a significant understanding of the program's objectives, operating environment and constraints, and relationship of information and IT to those objectives.

Sub-Factor 2 –Quality Assurance:

The Vendor's proposed Corporate-level Quality Assurance Plan will be evaluated to the extent that it is:

- a) Aligned clearly with the project objectives,
- b) Comprehensive in its ability to measure, quantify, track, and report operational performance(e.g., decision-making), program implementation, project management, customer satisfaction, and mission results, where feasible, and
- c) Tied to performance incentives and disincentives that may be established in any awarded Task Order's Statement of Work. .

Sub-Factor 3 – Staffing Approach: EPA will evaluate the demonstrated capability of the previously approved Key Personnel to perform the SOW. If any other personnel is proposed for this Task order, those individuals will be evaluated on their qualifications to provide the proposed services and demonstrated experience in projects of similar size, scope, complexity and results. Vendors shall also demonstrate their ability to select, provide, maintain, and retain appropriate personnel, staffing levels, both in number and expertise, and necessary technical skills throughout the life of all awarded task orders and the role of the Key Personnel in this process.

2.2 Cost Factor

Proposed costs will be evaluated to determine if the estimates are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance. The proposed cost will be evaluated to determine if it is unreasonable in relation to the proposed technical and management approaches and in comparison with the Independent Government Cost Estimate (IGCE).

Other Direct Costs should include the cost of travel, if any, for Key Personnel to attend the quarterly EPA –Vendor Conferences. The location of these meetings will be either in RTP, NC or Washington, DC. For estimation purposes, assume 2 trips for each location. Any other travel that may be necessary must be detailed in the cost proposal.

3. STATEMENT OF WORK (SOW)

I. Background

The ITS-EPA-II Blanket Purchase Agreements (BPAs) were awarded in fiscal year 2009 with the anticipation that as work is defined Task Order Requests for Quotation will be issued to applicable Vendors. This Task Order is for the establishment of a Program Management Office by each Vendor for management of awarded task orders and BPA-level reporting requirements. Additionally, in the near future, a contract will be awarded to a Vendor to provide integration services between all BPA Vendors for such things as reports, ITIL processes, project management tracking system, Document Repository, etc. Each vendor will be responsible for ensuring that all management processes for the ITS-EPA-II BPA conform to and abide by the systems and processes established within this framework.

II. Scope of Requirements

Vendors shall establish management processes to ensure technical planning, consistent with the direction of EPA is developed and implemented throughout the life of the BPA. They shall incorporate industry best practices and make other improvements on an ongoing basis and shall continuously improve the efficiency, effectiveness, and customer satisfaction of the functions delivered under each awarded Task Order. Vendors shall assure that all work delivered conforms to its contractual agreements with EPA and that all products and services are

delivered on time and conform to specifications and SLAs. Vendors shall ensure that all records support audits by EPA and other oversight groups such as the EPA Inspector General and the General Accounting Office.

Vendors shall, as requested, provide reports and briefings that inform EPA management in all aspects of the performance, cost, and usage of services for which they are responsible, under awarded Task Orders. They shall implement an active and automated reporting system to keep EPA well informed in a timely, cost-effective manner. Vendors shall ensure that all work performed under any awarded Task Order complies with EPA and other federal regulations, policies and procedures.

Vendors shall, under this Task Order, provide management oversight of all awarded task orders. The Key Personnel already named in the BPA shall be responsible for their areas of expertise with the Program Manager being the Vendor's overall manager and coordinator for all task, activities, issues, etc., related to all awarded Task Orders. If any of the awarded Task Orders are issued as Time and Materials, instead of Firm Fixed Price, it will be the responsibility of the Program Manager, under this Task Order to monitor costs. When eighty-five percent (85%) of the ceiling hours and/or costs have been expended on any Task Order issued with a ceiling of forty (40) hours or more, the TOCOR as designated in the individual Task Order, as well as the BPA-level COR, shall be notified by the Vendor in writing. If additional hours and/or costs are necessary, the Vendor shall provide the TOCOR and the BPA-level COR with an estimate to complete the work request. If the request for additional hours and/or costs exceed 15% of the original estimate, the request should include a description of changes to the original estimate and why hours beyond the original estimate are needed to complete the work outlined in that estimate. Only the Contracting Officer can approve any additional hours or costs, and this approval must be in writing as a modification to the specific Task Order. The Vendor will not be obligated to continue work on Time and Material type of Task Order in excess of the specified ceiling amount and the government will not be obligated in any event to reimburse the Vendor in excess of the amount allotted to specific Task Order.

Vendors shall attend and participate in the EPA-Vendor conferences that are expected to be held on a quarterly basis.

III. Tasks and Deliverables

As described in the BPA and as follows:

ITS-EPA II Contractor Staff Report

Within 30 days of award of this Task Order, the Vendor shall submit a Contractor Staff Report in Excel which includes the following information:

Contractor's Last Name
Contractor's First Name
Task Order #
TOCOR

Location

Gov't Site or Vendor Site

AAA Token Serial #*

EPA Lotus Notes – ID and/or Email**

EPA Issued Computer – Yes/No

EPA Computer Decal #

EPA Badge #*

Notes

* Insert N/A if not applicable

** Identify which or N/A if neither

This report shall be updated as Task Orders are awarded or if there are personnel changes on any awarded Task Order. A conformed copy of this report shall be due on an annual basis.

This report shall be submitted to the BPA-level COR.

IV. Schedule of Deliverables

As Described in the BPA and shown above.

V. Applicable Documents – N/A

VI. Other Resource Concerns

Vendors shall propose any costs associated with transition, travel requirements as appropriate and in accordance with their own technical approach. Supporting documentation must be provided as well that fully justifies and supports such costs. If the vendor anticipates any compliance type of concerns/costs such as associated with Security, these shall be specified in detail as well.

4. TASK ORDER CLAUSES

4.1. KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

To be filled in at award

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the

proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

4.2. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Task Order Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Alternate Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Contract Specialist:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

4.3. SUBCONTRACT CONSENT (EP 52.244 100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts" clause to the Contracting Officer and assigned. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
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_____	_____	_____
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4.4. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209 76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170 5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,

1 = Poor,

2 = Fair,

3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.
- (g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.
- (h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.
- (i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

4.5. OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217 75) (JUN 1984)

- (a) The Government has the option to extend the effective period of this contract for six additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.
- (b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$__ for the first option period and a new and separate ceiling price of \$__ for the second option period.
- (c) The "Period of Performance" clause will be modified to cover a base period from Date of award thru 12 months and option periods from:

Period	Start Date	End Date

Option Period I	12 months	
Option Period II	12 months	
Option Period III	12 months	
Option Period IV	12 months	
Option Period V	12 months	

Option Period VI 12 months

4.6. TECHNICAL DIRECTION (EPAAR 1552.237 71) (APR 1984)

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

4.7. IDENTIFICATION OF ON SITE CONTRACTOR EMPLOYEES (RTP H 2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their

desks or at their work sites that clearly state that they are not EPA employees.

4.8. EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP H 4)

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101 17.104 4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, subsistence, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Light refreshments for Agency-sponsored conferences are allowed for Federal attendees only, provided at least 50% of the Federal attendees are in a travel status. (Light refreshments are defined as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.)

The cost of any beverages, food, or refreshments shall not be an allowable charge under this contract if for other than an Agency-sponsored conference, for other than Federal attendees, and/or where 50% of the Federal attendees are not in travel status.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

4.9 APPLICATION OF RIGHTS IN DATA SPECIAL WORKS CLAUSE (RTP H 5)

The Rights in Data Special Works clause (FAR 52.227 17) shall apply to "tasks"...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment. The Rights in Data Special Works clause (FAR 52.227 17) shall apply to tasks which are included in the examples set forth in FAR 27.405(a) and also to other tasks specifically identified by the Contracting Officer.

4.10. SUBCONTRACTOR KEY PERSONNEL (RTP H 9)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and

understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor	Key Personnel	Title
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(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

4.11. SUBCONTRACTS FAR 52.244 2 (JUN 2007)

(a) *Definitions.* As used in this clause--

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

4.12. CEILING PRICE

The ceiling price of this contract is _____. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

4.13. EMPLOYMENT ELIGIBILITY VERIFICATION FAR 52.222-54 (JAN2009)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4)

of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

5. TASK ORDER PROVISIONS

5.1 TECHNICAL QUESTIONS (EP 52.215 110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation (1/23/10). EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

5.2 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION 52.216-31

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

5.3 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

5.4. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

5.5 PROHIBITION ON OBLIGATING OR AWARDING FEDERAL FUNDS TO ACORN CERTIFICATION

On October 26, 2009 you were provided a Contractor Acquisition Notice for the prohibition on awarding federal funds to ACORN. Along with the notice was the Office of Management and Budget's (OMB) Memorandum implementing section 163 of the Continuing Appropriations Resolution (2010) regarding the prohibition of funding for the Association of Community Organizations for Reform Now (ACORN) and associated organizations.

The offeror shall check the following certification:.

The offeror ____ does ____ does not certify that—

The offeror and their proposed subcontractors **are not** subject to the prohibition of obligating or awarding federal funds to ACORN

Contractor Name:

By: _____

Date

Title: _____

TASK ORDER OBJECTIVES

The following objectives shall apply to all technical, engineering and contractual objectives of this task order:

WCF Requirments

Usage (Workload) Submission: Usage is the financial data delivered by the contractor to report the amount of service provided under the Working Capital Fund (WCF) in the unit of measure required by the WCF service. Depending on the service provided the unit of measure will vary

for example - hours, cost, # of month, counts, or quantities. Specific unit of measure and required format will be provided annually in conjunction with the task order renewal.

Information Required to Submit Usage

The contractor shall report service usage under the Working Capital Fund in the unit of measure required for the WCF service. If the unit of measure is contractor costs the usage report must match the contractor's invoice for the period. Otherwise, usage is generated by capture methods for the Working Capital Fund and shall be inclusive of service provided to the WCF customers thru the last day of the prior month. Usage shall be submitted in eBusiness at a minimum, no later than the 7th day of the calendar month and shall be successfully validated no later than the 10th calendar day of the month.

Usage input files are composed of both header and detail records. Header records include the service code and summarize the detail records that follow. A separate header record shall be created for each service for which usage will be submitted. The EPA may grant the contractor access to eBusiness to submit usage. The contractor shall be required to correct and resubmit any usage files that fail eBusiness validation.

Header Record Requirement	
Field Name	Explanation
Record Type	The record type for header records is H. Header records summarize the detail lines that follow.
Service Code	Service Code that pertains to the detail records that follow
Number of Records	Number of detail records that follow this header record.
Usage	Total Usage for this service code. Total Usage is the sum of the of all usage detail records.

Detail records will contain the data fields described below for usage that is summarized in the header record

Detail Record Requirement	
Field Name	Explanation
Record Type	The record type for detail records is D. The detail record type represents individual usage records.
RegistrationID	eBusiness Registration ID
Usage	Usage amount in units.
Stdtd	Start Date of service provided for the usage in YYYYMMDD format.
Enddt	End date of service provided for the usage in YYYYMMDD format.
Date	Date (optional) in YYYYMMDD format. Historically provided for Teleconferencing services
Time	Time (optional) in HHMMSS military time format. Historically provided for Teleconferencing services

Phmins	Phone Minutes Used (optional) Historically provided for Voice services
Phcalls	Phone Calls (optional) Historically provided for Voice services
Category	Category code (mandatory/optional dependant per product).

*This is a fixed width text file format.

*Not all services will have the Date, Time, Phone Minutes Used, Phone Calls, or Category fields. For services where these fields are not applicable the information should be left blank.

*Negative amounts such as credited usage should be submitted with a negative sign (-) before the usage. For example, -1234.000 would credit usage for -1234.000 units.

*The Start Date and End Date of usage detail records should not span across months.

Special Projects (TC and TZ)

Headquarters Support Projects (TC) and Technical Consulting Services (TZ) are Working Capital Fund (WCF) services through which special projects are funded. Customers work with the Service Provider Team to identify customer needs, define a statement of work, apply all associated direct costs to the Technical Cost Proposal and calculate the costs associated with the project. Each contractor shall be prepared to provide this specialized service capability in addition to normal service provisioning for those projects that do not fit but are related to the different common data processing service offering. These services provide the expert consultation and project support required to do the following:

1. Define customers' technology needs, options, and solution alternatives
2. Define and integrate infrastructure, voice, and data services
3. Provide consultation for other, miscellaneous services
4. Define special needs or requirements, and to recommend technical solutions in the following areas:
 - 4.1. Information technology solutions & integration
 - 4.2. Infrastructure cable and wiring
 - 4.3. PC configuration/backup or server backup
 - 4.4. Specialized development & application services (Headquarters offices)
 - 4.5. Collaborative IT conference room support (design, build-out, and implementation)
 - 4.6. Program office support
5. Define and integrate technology for special infrastructure and voice and data services including:
 - 5.1. DSL Internet support
 - 5.2. Homeland Secure Data Network
 - 5.3. HQ Off-Premise Services
 - 5.4. On-Site field telecommunications (EPA Regions and laboratories)

- 5.5. Electronic systems
- 6. Provide other specialty services such as:
 - 6.1. IT equipment moves & rentals
 - 6.2. IT training, specialized training, and classroom scheduling
 - 6.3. PC networking
 - 6.4. Technical and general consulting
 - 6.5. Lifecycle web page and application development support
 - 6.6. Database design, security, data conversion, testing, deployment, monitoring, performance tuning and problem resolution support
 - 6.7. Geographical Information Systems (GIS) application consultation, development and support
 - 6.8. Document management and imaging support
 - 6.9. Data and telecommunication network connectivity support
 - 6.10. Security support that addresses needs and concerns about platform security, data integrity, policy compliance, and operational security procedures
 - 6.11. Scientific modeling and visualization services, parallel programming, and development of visualization applications and products
 - 6.12. Resource sharing and collaboration services
 - 6.13. Requirements analysis, pilot and proof-of-concept projects, project management and coordination, data analysis, and new and evolving technology research, planning, and consultation
 - 6.14. Conference support
 - 6.15. Application support coverage hours in excess of that which is provided by Web Application Support Services (XS)
 - 6.16. Other contract services not directly available through existing Working Capital Fund (WCF) services such as Proofs of Concept, web analytics, system and application upgrades, and special documentation projects.

The contractor shall prepare and submit monthly WCF bills for each customer served under the TC and TZ services. The bills shall adhere to all the WCF business office formats and due dates. Each month's bill shall be reviewed by the TOCOR before submission. Each customer's work shall be charged to the appropriate project code. Each month's billing submittal shall include a summary for WCF and a detailed report for each customer's charges, including, but not limited to labor, travel, ODCs, and other miscellaneous charges which may accrue to the customer through work provided via written technical direction from the TOCOR. Each month the contractor shall review the actual customer billing released by the WCF business office to ensure that submitted data was properly billed.

Security Requirements

(a) The contractor shall conduct risk assessments(including electronic risk assessments), privacy threshold assessments, privacy impact assessments (as required), develop security plans (e. g., facility and individual systems/applications), conduct certification and accreditation, implement continuous monitoring of security controls, conduct annual reviews of security controls, develop Plans of Action and Milestones (POA&Ms) as required for their applicable systems and services, and implement IRM-related data and physical security procedures. Risk assessments and security procedures shall conform to Agency and Federal regulations, policies, directives, standards and procedures.

All contractor personnel participating in the design, development, operation, and/or maintenance of sensitive systems/applications, or having access to sensitive information are required to have an appropriate level of background screening. The contractor must verify that the following minimum pre-screening requirements have been done for their personnel assigned to task orders under this contract:

- (1) Check of prior employment record
- (2) Check of references
- (3) Verification of claimed degrees/education/military service.
- (4) Verification of signed statement that the employee has never been convicted of a felony.

(b) Costs for conducting the required personnel investigations will be paid by EPA. Investigations will be conducted in accordance with Office of Personnel Management minimum investigations requirements. Forms required for conducting the screening will be provided to the contractor by the TOPO.

(c) The level of screening required under OMB Circular A-130 varies from minimal checks (SF 8SP, Questionnaire for Public Trust Positions) to full background investigations (SF 86, Questionnaire for National Security Positions depending on the sensitivity of the information to be handled, and the risk and magnitude of loss or harm that could be caused by the individual.

(d) The sensitivity of each position will be determined by the Task Order Project Officer and identified in the Statement of Work (SOW) for each Task Order. The Contractor's Information Security Office (ISO) shall review all SF 85, for Public Trust positions or SF 86, National Security Positions for accuracy and completeness and deliver these form(s) to EPA's Technical Information Security Staff, OTOP, OEI within 10 workdays after award of the TO or change in personnel. The contractor shall identify those individuals with a change in status (i. e., transferred, terminated, resigned, etc., within 10 workdays to EPA's Technical Information Security Staff. The contractor shall identify those individuals not specifically identified by the SOW, if needed, (i. e., Human Resources representative), and request their background investigations be adjudicated. Additional background checks (SF 86s) will be performed on all contractor and subcontractor employees who have access to Confidential Business Information (CBI, EPA financial data, (e. g., payroll) and data related to FIFRA, TSCA, and RCRA CBI.

Upon completion of the investigations, the TJSS shall provide written authorization to the contractor authorizing contractor and/or subcontractor employees access to sensitive information, including CBI via the contractor's ISO.

(e) On- or off-site contractor technical or other support staff must receive appropriate training (i.e., user awareness training and training on agency policy and procedures).

(f) Government Owned, Contractor Operated (GOCO) facilities and laboratory and research facilities are agency components and their security requirements are identical to those of the EPA in all respects. Security requirements for these facilities and resources include conducting privacy assessments, risk assessments (including electronic risk assessments), categorization of information, development and revision of security plans, certification and accreditation, continuous monitoring of security controls, annual reviews of security controls, development of Plans of Action and Milestones (POA&Ms), providing documentation and government access to IT resources for oversight and independent verification and validation of security requirements. Corporate network, human resource, or financial management system would not be covered by FISMA requirements, provided the Agency has confirmed appropriate security of the interface between them and any system using Government information or those operating on behalf of the agency. FISMA requirements would apply to any corporate information system using Government information. The contractor shall carefully map the accreditation boundary for these systems to ensure that Federal information: (a) is adequately protected, (b) is segregated from the contractor, or other entity's infrastructure, and (c) there is an interconnection security agreement in place to address connections from the contractor containing the agency information to systems external to the accreditation boundary (e.g., sub-contractor's systems, etc.).

(g) The contractor shall correct weaknesses discovered through self-assessments, reviews, Independent Verification and Validation (IV&V) activities, audits, and other independent assessments. Any weaknesses shall be reflected in the Agency's ASSERT database POA&Ms. SAS 70 assessments shall not suffice for independent reviews unless they conform to all requirements of FISMA and review and testing of security plan controls.

(h) In acquiring information technology equipment including equipment incidental to the contract, the contractor shall ensure that Federal Standards and required validations are complied with and that EPA and Federal common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> are utilized. FISMA requirements apply to all equipment using Federal.

(i) The contractor is required to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this Contract. The procedures for classifying subcontractor positions and obtaining clearance for subcontractor personnel shall be the same as those for contractor personnel.

ITIL Framework

The Information Technology Infrastructure (ITIL) framework provides a process driven approach that strengthens technology support and services delivery provided to the Agency customers. Utilizing this framework should result in optimization of IT infrastructure to support and provide for existing and anticipated business requirements, enhance IT service quality and service delivery while lowering total cost of IT ownership.

As IT services become more closely integrated with the business function, ITIL assists in establishing a business management approach and discipline to IT, stressing the complementary aspects of running IT itself as a business. Service Management is a set of specialized organizational capabilities for providing value to customers in the form of services.

These capabilities take the form of functions and processes for managing services over a lifecycle, through strategy, design, transition, operation, and continual improvement (as per the volumes). Without these capabilities, signifying capacity, competency, and confidence for action, a service organization is merely a bundle of resources that by itself has relatively low intrinsic value for customers.

Quality Assurance Requirements

The contractor shall propose a Quality Assurance Plan that is commensurate with the size and complexity of this task order.

The contractor's Quality Assurance Plan shall describe the quality assurance measures (e.g., type, method, and frequency of product review) to be applied to the task. The contractor shall propose measures related to quality and timeliness of deliverables. The contractor shall provide a task order-specific Quality Assurance (QA) Plan addressing at a minimum the expectations for ITS-EPA II task order QA Plans developed by the Service Integrator, including specific expectations related to:

- Roles and responsibilities related to QA
- Processes for maintaining staff preparedness and qualifications (e.g., training)
- Processes for tracking, analyzing and using performance measures
- Processes for ensuring the quality of each deliverable
- Processes for conducting internal assessments/evaluations of the contractor's performance, including obtaining customer feedback
- Processes for carrying out corrective and preventive actions and for promoting continuous improvement

Service Desk/Call Center

The service requirements outlined in this task order combined shall provide a total Incident Management, Event Management, Problem Management, Change Management, Service Level Agreement (SLA), Management, and Asset Management solution based on the ITIL framework. The focal point of incident and event management shall be the Service Desk (EPA Call Center); all other task orders issued under ITS-EPA II , which require end user support (Tier 1 and some Tier 2 support), shall be considered integral parts of the Service Desk task order. Contractors awarded task orders for other tasks (Security, Hosting, COTS Applications, Local Infrastructure Support, etc.) shall utilize the Service Desk to provide end user support through the use of Operating Level Agreements (OLAs) and shall perform Tier 2 and Tier 3 support only through their respective task orders.

Methodology for Interconnection of ITS-EPA II Task Awardees

Preface

The ITS-EPA II contract will leverage multiple vendors for provisioning IT services on behalf of OEI/OTOP. Each vendor will potentially require some type of interconnectivity to EPA IT resources to perform the functions defined within each task. The purpose of this document is to clearly define authorized options for system interconnections; specific actions and documentation required for each type of interconnection and suggested criteria for determining the optimal interconnection for your task(s). ITS-EPA II Task Order Contract Officer

Representatives (TOCOR) are responsible for reviewing these interconnection options, selecting “best fit” and amending their specific task so as to incorporate necessary work elements needed to establish the interconnection(s).

Approach

The following excerpt describes applicable interconnection scenarios as prescribed in the US Department of Homeland Security document, *Trusted Internet Connections (TIC) Program, Reference Architecture Document version 1.0*. OEI/OTOP’s adherence to this guidance ensures all ITS-EPA II interconnections will be aligned with TIC requirements and potentially minimizes operational impacts associated with EPA’s upcoming TIC transition.

4.1. ...the following types of connections will be considered “external connections”:

4.1.1. Connections between a Department/Agency (D/A) information system, network, or components of information systems and networks and the globally-addressable Internet.

4.1.2. Connections between a D/A information system, network, or components of information systems and networks and a remote information system, network, or components of information systems and networks located on foreign territory or where a foreign entity may have any level of physical or logical access to the D/A’s information system, network, or components of information systems or networks.

4.2. The following types of connections will **NOT** typically be considered “external connections” and would not be required to, but could at the D/A’s discretion, route through a TIC:

4.2.1. Dedicated secure point-to-point connections that link information systems, networks, or components of information and systems and networks of a single D/A under a single certification and accreditation authority, provided that the connections do not provide access to the globally-addressable Internet, or

4.2.2. Connections that link information systems, networks, or components of information and systems and networks of a single D/A under a single Certification and Accreditation authority established through virtual private network technology utilizing security controls that at a minimum are compliant with FIPS 140-2 and NIST 800-53 coupled with D/A auditing and monitoring of the connections, provided that the connections do not also provide access to the globally-addressable Internet, or

4.2.3. Remote Government Furnished Equipment (GFE), or authorized non-GFE configured to provide an equivalent level of security, using connections described in 4.2.2.

The summarized translation of the above is that organizations, systems or applications requiring interconnectivity to EPA IT resources will be considered as “external” unless ALL of the following criteria are met:

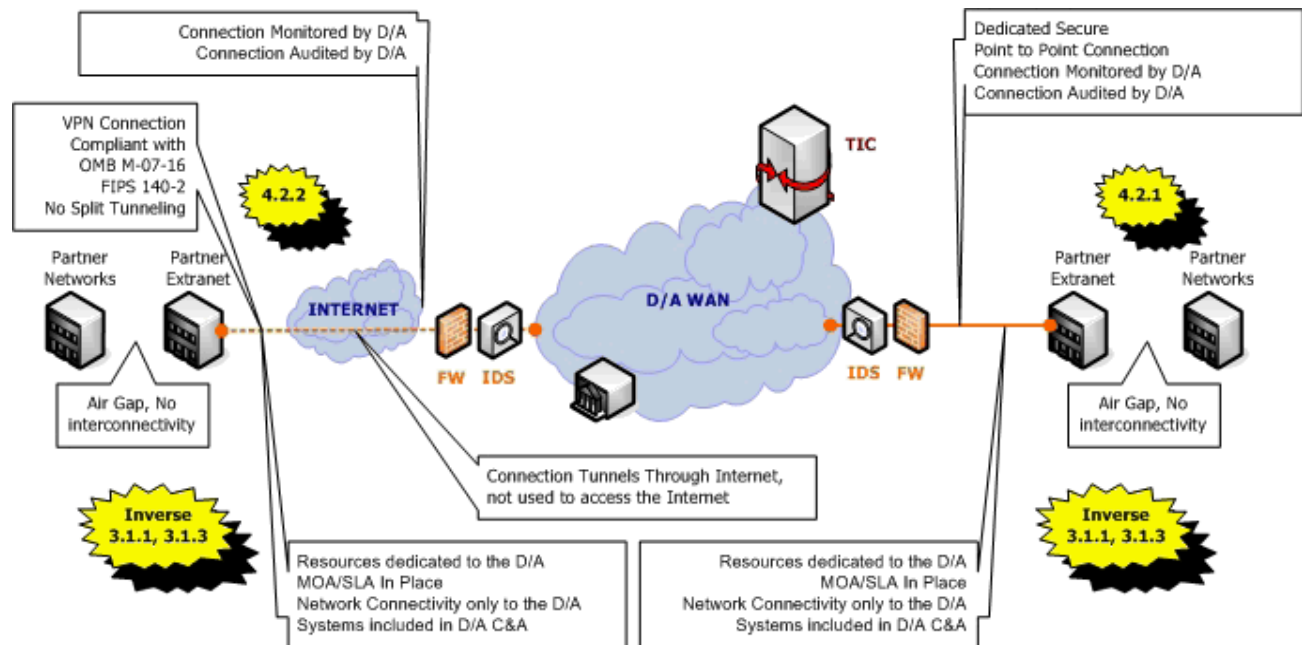
1. must be part of EPA’s Certification & Accreditation authority
2. has **NO** access to the Internet or other external resources – i.e. resources are “air gapped” and dedicated to EPA use (unless explicitly authorized by CTO)
3. interconnection must use either a dedicated, secure point-to-point connection or VPN technology that uses security controls compliant with FIPS 140-2 and NIST 800-53 and connection must be audited and monitored by EPA
4. must use securely configured GFE or non GFE configured to provide equivalent security.

EPA Remote Access Solutions

Assuming ALL the above criteria is met, the interconnection may be considered a “remote connection”. EPA has several remote access technologies that may be used for this type of interconnection.

1. Internal Connection Types:

- a. **Partner Extranet** (Firewall to Firewall VPN or Dedicated Circuit)



Current Examples:

Lockheed Martin QA LAN

CDX CGI Facility

ITS-EPA 4201 Bldg.

b. Remote Employee VPN



Current Examples:

CID employee connected via DSL

2. External Connection Types:**a. Anytime Anyplace Access (AAA)**

Used to allow remote connectivity to servers that are AAA accessible

Current Examples:

Anyone with AAA subscription and RSA token

b. Lotus Notes Hubx/Hubz

Used to allow access to Domino databases and Notes email via IBM proxy server

Current Examples:

Anyone with an EPA Lotus Notes mailbox

c. IBM Lotus iNotes

Used to allow HTTPS application access to Lotus Notes mailbox

Current Examples:

Anyone with an EPA Lotus mailbox

d. Host on Demand

Legacy tool to access mainframe resources via terminal emulation

Current Examples:

EPA Business Partner or employee using TN3270 to access mainframe environment

e. Portal Technologies

Used to allow HTTPS access to various EPA network resources

Current Examples:

Oracle Portal

IBM Websphere

Required Actions for Vendor Interconnectivity

Vendors who choose to interconnect via the external connection types will invoke the requisite processes to establish the interconnection. External connections may be temporarily impacted once EPA's TIC becomes operational. We anticipate this impact will be insignificant relative to

routine business operations.

As stated previously, vendor interconnections that utilize EPA's internal connection types must have stand-alone, air gapped environments. "Stand-alone" means not shared with any other networks (e.g., corporate networks), and dedicated to supporting EPA requirements. "Air gapped" means physically separate from any other networked resources co-resident in a vendor's environment including the Internet. Additionally, all interconnected resources must conform to applicable EPA policies, standards to include configuration requirements, patching procedures, scanning procedures, incident reporting procedures and remediation schedules, etc.

Each vendor requiring use of internal interconnect types shall give due consideration to the following for planning and scheduling purposes:

- The vendor shall prepare a security plan following NIST 800-18 guidance within 30 days of established interconnection with EPA. One security plan shall be used for each vendor and may include more than one method of interconnecting with EPA. The security plan must be reviewed and approved by the TOCOR, NCC and EDSD ISSO and TISS.
- The vendor shall complete an independent risk assessment conducted by an impartial third party within 60 days of established interconnection with EPA. This risk assessment shall be documented for review and approval by the TOCOR, NCC and EDSD ISSO, TISS, OEI ISO, and IMO.
- All vulnerabilities identified by the risk assessment that can not be immediately remediated shall be addressed as follows:
 - document vulnerabilities with POAMs in EPA's ASSERT system;
 - high vulnerabilities addressed within 30 days of risk assessment completion; and/or
 - medium vulnerabilities addressed within 60 days of risk assessment completion
- The vendor shall identify and appoint an individual to serve as their ISO. This person shall perform ISO duties and serve as the primary POC for addressing all operational security issues.
- The vendor shall produce a MOU/ISA between EPA and the commercial owner of the environment, following NIST 800-47 guidance. The MOU/ISA shall be submitted for TISS review and CTO signature within 60 days of established interconnection with EPA.
- Vendor security documentation shall be maintained by TISS to ensure updates and renewals are executed when applicable. Documentation shall be appropriately destroyed when the vendor's interconnection is terminated.

Recommendations (requires CTO decision)

Provision all ITS-EPA II contractors with EPA Notes accounts.

- +Alleviates concerns regarding providing Notes encrypted information
- +Enable contractors to easily schedule meetings and meeting resources
- Need to develop user agreement document to include no auto forward configuration
- Need to verify current Agency license will cover this